

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **BV5902**Due Date: **07/20/04 at 2:00 P.M.**

Date Sent: July 7, 2004

Statewide Contract

Goods and services to be

STATEWIDE CONTRACT FOR OFFICE WORK SITE MODIFICATION PRODUCTS**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date	Contract Number

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: BV5902

Due Date: 07/20/04

Vendor Name:

STATEWIDE CONTRACT FOR OFFICE WORK SITE MODIFICATION PRODUCTS PER THE ATTACHED SPECIFICATIONS.

YOU MUST BID ON THE PRICE SHEETS SUPPLIED IN ATTACHMENT B

QUESTIONS ON SPECIFICATIONS CALL TIM VILLNAVE AT (801) 538-9592.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142.

COMMODITY CODE: 20737

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed

upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

INVITATION TO BID
STATEWIDE CONTRACT FOR OFFICE WORK SITE MODIFICATION PRODUCTS
SOLICITATION # BV5902

1. Purpose of Invitation to Bid (ITB):

The State of Utah, Division of Purchasing is soliciting competitive bids through an Invitation to Bid (herein ITB) to secure a state contract for the outright purchase and select installation of office work site modification products. It is anticipated that this bid may result in a contract award to a single contractor. However, the State of Utah reserves the right to award this contract as a single award, a primary and secondary award or as a multiple award if in the best interest of the State of Utah.

Higher education, cities and towns, public education, counties and special service districts are welcome to use the contract(s) that may result from this ITB if they meet their needs. All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

State agencies with requirements that are not met by the contract(s) that may result from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

2. Issuing Office and ITB Reference Number:

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # BV5902. This number must be referred to on all bids, correspondence and documentation relating to the ITB.

3. Procurement Manager (Also Contract Manager):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing is:

Brenda Veldevere
State of Utah
Division of Purchasing
State Office Building, Capitol Hill
Room 3150
Salt Lake City UT 84114-1061

bveldevere@utah.gov

voice: (801) 538-3142

fax: (801) 538-3882

4. Relevant Website:

The website for the State of Utah, Division of Purchasing, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: www.purchasing.utah.gov. This site will also host the contract summary information for the contract that may result from this ITB.

5. Submitting your Bid:

Two sealed copies of the ITB (one marked original the other marked copy) will be accepted until 2:00 pm on Tuesday, July 20, 2004, at the following location only:

State of Utah
Division of Purchasing
State Office Building, Capitol Hill
Room 3150
Salt Lake City UT 84114-1061

No responses will be accepted after that date and time. ITB's will not be accepted via fax or by email. The sealed ITB is to have "**BV5902 – Office Work Site Modification Products**" clearly marked on the outside of the envelope.

Costs incurred in the preparation and submittal of bids will be the responsibility of the bidder and will not be reimbursed by the State of Utah.

6. Changes or Modifications to Procurement:

Any changes or modifications to this solicitation will only be accomplished in a written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid based on any information other than that which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

7. Cancellation of Solicitation:

This ITB may be canceled at any time when the State of Utah, Division of Purchasing determines such action to be in the best interest of the State of Utah.

8. Governing Laws and Regulations:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 3 for web address).

9. Gratuities Policy:

The Utah Procurement Code prohibits any supplier or prospective supplier from giving or offering to give any gratuity, etc to anyone involved in the procurement or decision- making process. (63-56-73 Utah Code Annotated.)

10. Historical Usage:

The total dollar amount purchased under this contract from January 2002 – June 2004 is \$103,416.17. This information is for bidding purposes only and is not to be construed as a guarantee that the State will purchase any amount under the contract(s) to be awarded.

11. Ordering Pattern:

Agencies will order product on an as needed basis.

12. Delivery:

Orders with and without installation are required within two business days ARO.

13. Minimum Order:

None.

14. Price Guarantee:

All pricing must be guaranteed for 1-year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made in writing at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

15. Contract Term:

The initial contract term is two (2) years effective **August 01, 2004 through July 31, 2006**. Contract(s) are then renewable, at the States option, on an annual basis, up to a maximum of three total renewal years (contract potential is 5 years, including all renewal options).

16. Mandatory Usage Reports:

All contractors will be required to provide quarterly usage reports to the contract manager.

Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

The quarterly usage reports need to be submitted to the contract manager at the Division of Purchasing & General Services within thirty days after the end of each calendar quarter.

The quarters will end on March 31, June 30, September 30, and December 31, of each year during the life of the contract.

Failure to comply with this requirement may result in contract cancellation.

The format of the usage reports will be emailed to the contractors after awards have been made.

17. Price Sheets Attachment B:

You must bid on the price sheets supplied in attachment B. Failure to do so may result in your bid being rejected. Prices quoted shall be net including transportation/delivery charges fully prepaid by the seller, F.O.B. destination. On items 001, 002, and 003, 004, 005, 006, 007, 008, 009, 010 prices quoted must include installation charges as well. No additional charges will be allowed for packing or partial delivery costs. Pricing for four (4) zones encompassing the whole State of Utah is requested. Historically Zone 1 has the highest usage rate for this contract.

The zones are defined as the following:

ZONE 1: Tooele, Salt Lake, Utah, Davis, Weber, Morgan, Summit, Wasatch Counties

ZONE 2: Box Elder, Cache, Rich Counties

ZONE 3: Juab, Millard, Beaver, Piute, Sevier, Sanpete, Emery, Carbon, Duchesne, Uintah, Daggett Counties

ZONE 4: Iron, Washington, Kane, Garfield, Wayne, Grand, San Juan Counties

18. Acceptable Brands:

The following are the acceptable brands to be offered in response to this invitation to bid.

SEE BID SUMMARY SHEET

Specifications used in this invitation to bid are intended to be open and nonrestrictive. Reference to brand names is to establish minimum standards of features, functions, and quality and does not preclude buyer's consideration of bids on items which, in the buyer's opinion are comparable quality.

19. Equivalent Products:

Equivalents being bid must be equal in features, functions and quality of item(s) specified on bid summary sheet as judged by the State of Utah. Equivalent bids may be submitted provided that: 1) The manufacturer's written specifications are included with the bid, and 2) Contractor is an approved distributor for the brand. It is the responsibility of the bidder to provide detailed documentation that supports their claim of equivalency. Final determination of equivalency rests with the State of Utah.

20. Samples Of Equivalent Products:

The State of Utah reserves the right to request samples of equivalent products during the evaluation phase of the bid (after bids are due, but before the contract award). **DO NOT SEND SAMPLES UNTIL YOU HAVE BEEN REQUESTED TO DO SO.** Once samples have been requested, bidders have 5 days to deliver samples, at no cost to the State of Utah, to:

BRENDA VELDEVERE
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061
(801) 538-3142

or your bid will be ruled non-responsive. Bidders wanting their samples returned will need to provide the Division of Purchasing with return shipping or postage fees up-front. The State of Utah has the option of examining and judging samples for features, functions and quality acceptability. The State of Utah may conduct testing to determine if the product is an equivalent if reasonable testing can be achieved in a reasonable time period, as determined by the State of Utah. The State of Utah reserves the right to award based upon performance of products submitted for testing.

21. Product Assistance During Contract:

If problems should arise with product during the contract, on/off site product assistance may be required within (48) hours.

22. Product Literature:

Bidder is to include product literature for each item bid. Failure to do so may result in your bid being rejected.

23. Additions To Contract:

This contract represents core items. As new office work site modification products become available in the marketplace similar to the intent of this contract, additional items may be added to this contract at the same rate of discount. The contractor shall request in writing to the contract administrator for permission to add new office work site modification products to this contract. Additions may require the submission of written specifications and product evaluation prior to any approvals being granted. Finally, any adjustment(s) or amendment(s) to the contract shall not be effective until approved by the State Director of Purchasing.

ATTACHMENT A (Invitation for Bids)

Standard Contract Terms and Conditions State of Utah, Statewide Contracts

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

5. AUDIT OF RECORDS: The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

8. HOLD HARMLESS: The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

9. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight

prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

27. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of

Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

Revision date: 3/14/2002

ATTACHMENT B
Bid Summary Sheet

Prices Quoted for Items 001, 002, 003, 004, 005, 006, 007, 008, 009, 010 shall be F.O.B Destination And Installation Cost For Each Zone.

Items 011 through 026 No Installation Required. Pricing Shall Be F.O.B Destination For Each Zone.

Item 027 Is An Hourly Rate For Repair Of Headsets.

Item Number	001	002	003
Manufacturer and Model Number	17" Track Pinnacle Arm with Workrite Banana-Board keyboard platform	22" Track Pinnacle Arm with Workrite Banana-Board keyboard platform	17" Track Pinnacle Arm with Workrite Banana-Board style keyboard platform to match contour of Microsoft Natural keyboard
Description	Keyboard platform can adjust in vertical height and negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Keyboard platform can adjust in vertical height and negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Keyboard platform can match contour of Microsoft Natural keyboard; can adjust in vertical height and negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	004	005	006
Manufacturer and Model Number	22" Track Pinnacle Arm with Workrite Banana-Board style keyboard platform to match contour of Microsoft Natural keyboard	17" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board keyboard platform	22" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board keyboard platform
Description	Keyboard platform can match contour of Microsoft Natural keyboard; can adjust in vertical height and negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Sit/stand keyboard tray - Keyboard platform can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Sit/stand keyboard tray - Keyboard platform can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	007	008	009
Manufacturer and Model Number	28" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board keyboard platform	17" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board style keyboard platform to match contour of Microsoft Natural keyboard	22" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board style keyboard platform to match contour of Microsoft Natural keyboard
Description	Sit/stand keyboard tray - Keyboard platform can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Sit/stand keyboard tray - Keyboard platform can match contour of Microsoft Natural keyboard; can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Sit/stand keyboard tray - Keyboard platform can match contour of Microsoft Natural keyboard; can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	010	011	012
Manufacturer and Model Number	28" Track Pinnacle Arm that adjusts platform a minimum of 5" above work surface with Workrite Banana-Board style keyboard platform to match contour of Microsoft Natural keyboard	Kensington Expert Mouse Model No. 64325	Cirque GDB410
Description	Sit/stand keyboard tray - Keyboard platform can match contour of Microsoft Natural keyboard; can adjust in vertical height a minimum of 5" above the work surface, has negative/positive tilt; has mouse support surface adjacent to platform either right or left side; functional for a curved/diagonal corner work surface.	Optical Trackball with Scroll Ring	Glidepoint Smartcat Touchpad
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	013	014	015
Manufacturer and Model Number	Evoluent VerticalMouse 2	Adesso wave shape keyboard with touchpad Model number PCK-308T	Vision Vu Copy Holder, 18" width
Description	Mouse that supports the hand in a handshake position to reduce wrist ulnar/radial deviation	Wave shape keyboard with touchpad located in the center of the keyboard.	Copy holder that adjusts in height and tilt angle, 18" width.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	016	017	018
Manufacturer and Model Number	Vu Ryte Center Style Document Holder, 18" width	Vu Ryser 2400	MonitorMate
Description	Document holder that positions copy in line with monitor, keyboard and operator; adjusts in height and tilt.	1" blocks of monitor riser	Monitor riser that lifts up to 35 pounds 3 ¾" to 10 ¾" above work surface
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	019	020	021
Manufacturer and Model Number	Monitor Arm Systematix, Inc Product Code: MADA	Plantronics H251	Plantronics H261
Description	Monitor arm with pneumatic height adjustment mechanism and desk mount clamp that adjusts platform to over 12" above the work surface.	Supraplus headset; monoaural over the head.	Supraplus headset; binaural over the head.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	022	023	024
Manufacturer and Model Number	Plantronics Model H141	Plantronics Model H151	Plantronics Model H181
Description	Duonet Monaural Headset; either over the ear or over the head configuration.	Duopro Monaural Headset; over the ear configuration.	Duopro Monaural Headset; behind the head configuration.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	Brand Model
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$

ATTACHMENT B
Bid Summary Sheet

Item Number	025	026	027
Manufacturer and Model Number	Plantronics Model M12	Plantronics Model P10	
Description	Telephone Headset Amplifier.	Telephone Headset Amplifier.	Hourly rate for headset repair.
If Bidding an Equivalent Please Specify Brand & Model	Brand Model	Brand Model	
Zone 1	\$	\$	\$
Zone 2	\$	\$	\$
Zone 3	\$	\$	\$
Zone 4	\$	\$	\$